

Simple Letter Agreement for the Transfer of Materials

In response to RECIPIENT's request for the MATERIAL _____ the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the Material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: _____

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist:

| | |
|-------------------------------|--|
| Provider Organization: | National Institute of Dental and Craniofacial Research ("NIDCR") |
| Address: | BLDG 10 RM 1N103, 10 CENTER DR MSC 1197, BETHESDA MD 20892-1197 |
| Name of Authorized Official: | David W. Bradley, Ph.D. |
| Title of Authorized Official: | Technology Development Coordinator |

Certification of Authorized Official: This Simple Letter Agreement has ☐ / has not ☐ [check one] been modified. If modified, the modifications are attached.

Signature of Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist:

| | |
|-----------------------------------|-------|
| Recipient Organization: | _____ |
| Address: | _____ |
| Name of Authorized Official: | _____ |
| Title of Authorized Official: | _____ |
| Signature of Authorized Official: | _____ |
| Date: | _____ |

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Recipient Scientist

Date

MTA ID# _____

Instructions (for Scientists Requesting Materials from NIDCR)

This **Simple Letter Agreement (SLA)** is for transferring materials which are not of human origin. The materials are not to be used in human subjects or for testing human samples. The National Institutes of Health (NIH) encourages use of this form whenever possible.

1. Define "**MATERIAL**" at the top of the form. Be specific. A general description such as "plasmids" or "antisera" is not acceptable. If you are uncertain which materials to request, it is important to contact the NIDCR investigator for clarification. Note: if you are transferring materials derived from humans, or if your research plan involves human subjects or human tissues, an unmodified Simple Letter Agreement can not be used.
2. Indicate the name of the "**Provider Scientist**," that is the Principal Investigator at NIDCR who will be providing the MATERIAL in the section below "PROVIDER INFORMATION and AUTHORIZED SIGNATURE."
3. Fill in your name next to "**Recipient Scientist**" in the section below "RECIPIENT INFORMATION and AUTHORIZED SIGNATURE."
4. Fill in the "**Recipient Organization**." This is not your lab, nor your department. In most cases the "Recipient Organization" is your University or Institution.
5. Provide an official address for your organization. We will use this address to return an original copy of the fully executed agreement. (Fully executed means that the agreement was signed by authorized officials at each institution.)
6. Determine who the **Authorized Official** is from your organization. This person is an official authorized to sign Material Transfer Agreements on behalf of your Institution or University. Usually he or she is the head of your technology transfer office, intellectual property office, a Dean of Research, or an administrative official. The Authorized Official does not necessarily have an academic appointment. Ask the Authorized Official to review the agreement.
7. Fill in the name and job title of the Authorized Official. If you are not certain what the job title is, ask your Authorized Official and they will provide this information.
8. Optional: you may send a copy of the agreement for us to review before obtaining signatures (email: bradleyda@nidcr.nih.gov).
9. **Print out two copies of the agreement.**
10. Sign and date both copies of the agreement above "Recipient's Investigator and Title."
11. Ask the Authorized Official to sign and date next to "Signature of Authorized Official." If you are the Recipient Scientist and you intend to sign the form yourself as the Authorized Official, you must confirm that you are authorized to execute Material Transfer Agreements. If you falsely represent yourself as the authorized official, there may be negative personal and/or professional repercussions.
12. Mail both copies of the agreement to the NIDCR Principal Investigator and ask them to forward the document to our office. (A directory of NIDCR staff members with their Building and Room numbers is listed here: <http://www.nidcr.nih.gov/AboutNIDCR/StaffDirectory>)
13. We will review the agreement, sign both copies, and return one fully executed copy back to your institution.